

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,
STATE OF CONNECTICUT and
STATE OF TEXAS,

Plaintiffs,

v.

CINGULAR WIRELESS CORPORATION,
SBC COMMUNICATIONS INC.,
BELLSOUTH CORPORATION and
AT&T WIRELESS SERVICES, INC.,

Defendants.

Civil No.: 1:04CV01850 (RBW)

Filed: 10/25/04

PRESERVATION OF ASSETS STIPULATION AND ORDER

It is hereby stipulated and agreed by and between the undersigned parties, subject to approval and entry by the Court, that:

I. DEFINITIONS

As used in this Preservation of Assets Stipulation and Order:

A. “Acquirer” or “Acquirers” means the entity or entities to whom defendants divest the Divestiture Assets.

B. “AT&T Wireless” means defendant AT&T Wireless Services, Inc., a Delaware corporation with headquarters in Redmond, Washington, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

C. “BellSouth” means defendant BellSouth Corporation, a Georgia corporation with headquarters in Atlanta, Georgia, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

D. “Cingular” means defendant Cingular Wireless Corporation, a Delaware corporation with headquarters in Atlanta, Georgia, and Cingular Wireless LLC, a Delaware limited liability company formed as a joint venture between SBC and BellSouth, with headquarters in Atlanta, Georgia, their successors and assigns, and their subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

E. “Divestiture Assets” means Wireless Business Divestiture Assets, Spectrum License Divestiture Assets, and Minority Interests, including any direct or indirect financial ownership or leasehold interests and any direct or indirect role in management or participation in control therein.

F. “Minority Interests” means the equity interests owned by any defendant in the following entities that are the licensees or operators of wireless mobile telephone businesses in the specified Metropolitan Statistical Areas (“MSAs”) and Rural Statistical Areas (“RSAs”) (collectively, Cellular Marketing Areas (“CMAs”)) used to define cellular license areas by the Federal Communications Commission (“FCC”):

(1) Alltel Communications of North Louisiana Cellular Limited Partnership, covering the Shreveport, Louisiana MSA (CMA 100), Monroe, Louisiana MSA (CMA 219), Louisiana RSA-1 (CMA 454), Louisiana RSA-2 (CMA 455) and Louisiana RSA-3 (CMA 456);

(2) Athens Cellular Inc., covering the Athens, Georgia MSA (CMA 234);

(3) CellTelCo, covering the St. Joseph, Missouri MSA (CMA 275);

(4) Pittsfield Cellular Telephone Co., covering the Pittsfield, Massachusetts MSA (CMA 213); and

(5) Topeka Cellular Telephone Co., Inc., covering the Topeka, Kansas MSA (CMA 179).

As an alternative to the divestiture of the Alltel Communications of North Louisiana Cellular Limited Partnership, CellTelCo, and Topeka Cellular Telephone Co., Inc. Minority Interests as required by Section IV of the proposed Final Judgment, defendants may request, at least 20 days prior to consummation of the Transaction, approval from plaintiff United States to retain such interests. Plaintiff United States in its sole discretion may approve this request if it is demonstrated that the retained minority interest will become irrevocably and entirely passive, so long as defendants own the minority interests, and will not significantly diminish competition.

G. "Multi-line Business Customer" means a corporate or business customer that contracts with AT&T Wireless for mobile wireless services to provide multiple telephones to its employees or members whose services are provided pursuant to the contract with the corporate or business customer.

H. "SBC" means defendant SBC Communications Inc., a Delaware corporation with its headquarters in San Antonio, Texas, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

I. "Skagit" means Skagit Wireless LLC, an Oregon corporation with headquarters in Portland, Oregon, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

J. "Spectrum License Divestiture Assets" means a license for 10 MHz of contiguous PCS spectrum in the specified MSAs and Basic Trading Areas ("BTA") used to define cellular and PCS license areas by the FCC:

(1) the Dallas-Fort Worth, Texas MSA (CMA 009);

(2) the Detroit, Michigan BTA (BTA 112), provided that the license to be transferred does not include any PCS spectrum in Monroe and Sanilac counties; and

(3) the Knoxville, Tennessee BTA (BTA 232), provided that as an alternative to the divestiture of a license for 10 MHz of contiguous PCS spectrum as required by Section IV of the proposed Final Judgment, defendants, with the approval of plaintiff United States in its sole discretion, can restructure AT&T Wireless's existing relationship with Skagit such that (i) defendants have no equity or leasehold interest in, hold no debt of, and have no managerial or operational interest in Skagit's PCS license in the Knoxville Tennessee BTA, and (ii) Skagit's PCS license in the Knoxville Tennessee BTA is contractually committed to be used in a manner that resolves the competitive concerns alleged by plaintiffs in the Complaint.

K. "Transaction" means the Agreement and Plan of Merger By and Among AT&T Wireless Services, Inc., Cingular Wireless Corporation, Cingular Wireless LLC, Links I Corporation, SBC Communications Inc., and BellSouth Corporation, dated February 17, 2004.

L. "Wireless Business Divestiture Assets" means, for each mobile wireless business to be divested under the proposed Final Judgment, all types of assets, tangible and intangible, used

by defendants in the operation of the mobile wireless businesses to be divested (including the provision of long distance telecommunications services for wireless calls). "Wireless Business Divestiture Assets" shall be construed broadly to accomplish the complete divestitures of the entire business of AT&T Wireless in each of the following MSA and RSA license areas as required by the proposed Final Judgment and to ensure that the divested mobile wireless businesses remain viable, ongoing businesses:

(a) Oklahoma City, Oklahoma MSA (CMA 045);

(b) Connecticut RSA-1 (CMA 357), provided that defendants may retain 10 MHz of AT&T Wireless's PCS spectrum, provided that 10 MHz of contiguous PCS spectrum throughout the RSA is divested to the Acquirer;

(c) Kentucky RSA-1 (CMA 443), provided that defendants may retain 15 MHz of AT&T Wireless's PCS spectrum in Fulton county and 10 MHz of AT&T Wireless's PCS spectrum in the other counties contained within the RSA, provided that 30 MHz of contiguous PCS spectrum in Fulton county and 20 MHz of contiguous PCS spectrum in the other counties contained in the RSA is divested to an Acquirer;

(d) Oklahoma RSA-3 (CMA 598); and

(e) Texas RSA-11 (CMA 662), provided that defendants may retain in Sabine county, 25 MHz of AT&T Wireless's PCS spectrum, and in Angelina, Nacogdoches, and San Augustine counties, defendants may retain 20 MHz of AT&T Wireless's PCS spectrum, provided that 10 MHz of contiguous PCS spectrum throughout the RSA is divested to an Acquirer.

Wireless Business Divestiture Assets shall include, without limitation, all types of real and personal property, monies and financial instruments, equipment, inventory, office furniture, fixed assets and furnishings, supplies and materials, contracts, agreements, leases, commitments, spectrum licenses issued by the FCC and all other licenses, permits and authorizations, operational support systems, cell sites, network infrastructure, switches, customer support and billing systems, interfaces with other service providers, business and customer records and information, customer contracts, customer lists, credit records, accounts, and historic and current business plans which relate primarily to the wireless business being divested, as well as any patents, licenses, sub-licenses, trade secrets, know-how, drawings, blueprints, designs, technical and quality specifications and protocols, quality assurance and control procedures, manuals and other technical information defendants supply to their own employees, customers, suppliers, agents, or licensees, and trademarks, trade names and service marks or other intellectual property, including all intellectual property rights under third-party licenses that are capable of being transferred to an Acquirer either in their entirety, for assets described in (1) below, or through a license obtained through or from the divesting defendant, for assets described in (2) below; provided that defendants shall only be required to divest Multi-line Business Customer contracts, if 50 percent or more of the Multi-line Business Customer's subscribers reside or work within any of the five (5) license areas described herein, and further, any subscribers who obtain mobile wireless services through any such contract retained by defendants and who are located within the five (5) geographic areas identified above, shall be given the option to terminate their relationship with defendants, without financial cost, within one year of the closing of the

Transaction. Defendants shall provide written notice to these subscribers within 45 days after the closing of the Transaction.

These divestitures of the Wireless Business Divestiture Assets as defined in Section II.L shall be accomplished by:

(1) transferring to the Acquirer(s) the complete ownership and/or other rights to the assets (other than those assets used substantially in the operations of AT&T Wireless's overall wireless business which must be retained to continue the existing operations of the wireless properties that defendants are not required to divest, and that either are not capable of being divided between the divested wireless businesses and those not divested, or are assets that the defendants and the Acquirer(s) agree, subject to approval of plaintiff United States upon consultation with any relevant plaintiff state, shall not be divided); and

(2) granting to the Acquirer(s) an option to obtain a non-exclusive, transferable license from defendants for a reasonable period, subject to approval of plaintiff United States upon consultation with any relevant plaintiff state, at the election of an Acquirer to use any of AT&T Wireless's retained assets under paragraph (1) above, used in the operation of the wireless business being divested, so as to enable the Acquirer to continue to operate the divested wireless business without impairment. Defendants shall identify in a schedule submitted to plaintiffs and filed with the Court, as expeditiously as possible following the filing of the Complaint and in any event prior to any divestitures and before the approval by the Court of the proposed Final Judgment, any intellectual property rights under third-party licenses that are used by the wireless businesses being divested but that defendants could not transfer to an Acquirer

entirely or by license without third-party consent, and the specific reasons why such consent is necessary and how such consent would be obtained for each asset.

II. OBJECTIVES

The Final Judgment filed in this case is meant to ensure defendants' prompt divestiture of the Divestiture Assets for the purpose of preserving viable competitors in the provision of mobile wireless services in order to remedy the effects that plaintiffs allege would otherwise result from Cingular's acquisition of AT&T Wireless. This Preservation of Assets Stipulation and Order ensures, prior to such divestitures, that competition is maintained during the pendency of the ordered divestitures, and that the Wireless Business Divestiture Assets remain an ongoing business concern and the Divestiture Assets remain economically viable. The Divestiture Assets will remain, as provided herein, preserved, independent and uninfluenced by defendants.

III. JURISDICTION AND VENUE

This Court has jurisdiction over the subject matter of this action and each of the parties hereto, and venue of this action is proper in the United States District Court for the District of Columbia. The Complaint states a claim upon which relief may be granted against defendants under Section 7 of the Clayton Act, 15 U.S.C. § 18.

IV. COMPLIANCE WITH AND ENTRY OF FINAL JUDGMENT

A. The parties stipulate that a proposed Final Judgment in the form attached hereto as Exhibit A may be filed with and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, and without further notice to any party or other proceedings, provided that no plaintiff has withdrawn its consent, which it may do at any time

before the entry of the proposed Final Judgment by serving notice thereof on defendants and other plaintiffs and by filing that notice with the Court.

B. Defendants shall abide by and comply with the provisions of the proposed Final Judgment, pending the Judgment's entry by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment, and shall, from the date of the signing of this Stipulation by the parties, comply with all the terms and provisions of the proposed Final Judgment as though the same were in full force and effect as an order of the Court.

C. Defendants shall not consummate the transaction sought to be enjoined by the Complaint herein before the Court has signed this Preservation of Assets Stipulation and Order.

D. This Stipulation shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

E. In the event (1) any plaintiff has withdrawn its consent, as provided in Section IV.A above, or (2) the proposed Final Judgment is not entered pursuant to this Stipulation, the time has expired for all appeals of any Court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from all further obligations under this Stipulation, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding.

F. Defendants represent that the divestitures ordered in the proposed Final Judgment can and will be made, and that defendants will later raise no claim of mistake, hardship or difficulty of compliance as grounds for asking the Court to modify any of the provisions contained therein.

V. MANAGEMENT TRUSTEE

A. Plaintiff United States nominates Joseph J. Simons as Management Trustee in this case. The plaintiff states consent to, and defendants have no objection to, his immediate appointment by this Court. Accordingly, this Court appoints Joseph J. Simons as Management Trustee to serve as manager of the Divestiture Assets until the Divestiture Assets are sold or transferred to a Divestiture Trustee pursuant to Section V of the proposed Final Judgment. Nothing in this Stipulation shall be interpreted to prevent the Management Trustee from becoming the Divestiture Trustee pursuant to Section V of the proposed Final Judgment.

B. Within five (5) business days of the entry of this Stipulation by the Court, defendants shall enter into a trust agreement with Mr. Simons subject to the approval of plaintiff United States in its sole discretion upon consultation with plaintiff states, that will grant the rights, powers, and authorities necessary to permit him to perform the duties and responsibilities of the Management Trustee pursuant to this Stipulation. The trust agreement shall enable him to assume all rights, powers, and authorities necessary to perform his duties and responsibilities, pursuant to this Stipulation and the proposed Final Judgment and consistent with their purposes. Mr. Simons or any other subsequently appointed Management Trustee shall serve at the cost and expense of defendants, on such terms and conditions as plaintiff United States approves upon consultation with plaintiff states, with a fee arrangement that is reasonable in light of the person's experience and responsibilities.

C. The Management Trustee will have the following powers and responsibilities with respect to the Divestiture Assets:

(1) the Management Trustee will have the power to manage the Divestiture Assets in the ordinary course of business consistent with this Stipulation. Only with the prior written approval of plaintiff United States upon consultation with plaintiff states, may the Management Trustee make any decision, take any action, or enter any transaction that is outside the ordinary course of business;

(2) the Management Trustee shall have a duty to, consistent with the terms of this Stipulation and the proposed Final Judgment, monitor the organization of the Divestiture Assets; manage the Divestiture Assets in order to maximize their value so as to permit expeditious divestitures in a manner consistent with the proposed Final Judgment; maintain the independence of the Divestiture Assets from defendants; control and operate the Wireless Business Divestiture Assets to ensure that the Wireless Business Divestiture Assets remain an independent, ongoing, economically viable competitor to the other mobile wireless services providers; and assure defendants' compliance with their obligations pursuant to this Stipulation and the proposed Final Judgment;

(3) the Management Trustee shall have the authority to employ, at the cost and expense of defendants, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Management Trustee's duties and responsibilities;

(4) the Management Trustee and any consultants, accountants, attorneys, and any other persons retained by the Management Trustee, shall have full and complete access to all personnel, books, records, documents, and facilities of the Divestiture Assets or to any other relevant information as the Management Trustee may reasonably request, including, but not

limited to, all documents and records kept in the normal course of business that relate to the Divestiture Assets. Defendants shall develop such financial or other information as the Management Trustee may request and shall cooperate with the Management Trustee.

Defendants shall take no action to interfere with or impede the Management Trustee's ability to monitor defendants' compliance with this Stipulation and the proposed Final Judgment or otherwise to perform his duties and responsibilities consistent with the terms of this Stipulation and the proposed Final Judgment;

(5) the Management Trustee will ensure that the Divestiture Assets shall be staffed with sufficient employees to maintain their viability and competitiveness. To the extent that any employees whose principal responsibilities relate to the Divestiture Assets leave or have left the Divestiture Assets prior to divestiture of the Divestiture Assets, the Management Trustee may replace departing or departed employees with persons who have similar experience and expertise or determine not to replace such departing or departed employees; and

(6) thirty (30) days after the Management Trustee has been appointed by the Court, and every thirty (30) days thereafter until the Divestiture Assets are either transferred to an Acquirer or to the Divestiture Trustee, the Management Trustee shall report in writing to the plaintiffs concerning the efforts to accomplish the purposes of this Stipulation and the proposed Final Judgment. Included within that report shall be the Management Trustee's assessment of the extent to which the Divestiture Assets are meeting (or exceeding) their projected goals as are reflected in existing or revised operating plans, budgets, projections or any other regularly prepared financial statements and the extent to which defendants are fulfilling their responsibilities under this Stipulation and the proposed Final Judgment.

D. The following limitations shall apply to the Management Trustee:

(1) the Management Trustee shall not be involved, in any way, in the operations of the other businesses of defendants;

(2) the Management Trustee shall have no financial interests affected by defendants' revenues, profits or profit margins, except that the Management Trustee's compensation for managing the Divestiture Assets may include economic incentives dependent on the financial performance of the Divestiture Assets provided that those incentives are consistent with the objectives of this Stipulation and the proposed Final Judgment and are approved by plaintiff United States upon consultation with plaintiff states; and

(3) the Management Trustee shall be prohibited from performing any further work for defendants for two (2) years after the close of the divestiture transactions.

E. Defendants and the Management Trustee will take all reasonable efforts to preserve the confidentiality of information that is material to the operation of either the Divestiture Assets or defendants' businesses. Defendants' personnel supplying services to the Divestiture Assets pursuant to this Stipulation must retain and maintain the confidentiality of any and all confidential information material to the Divestiture Assets. Except as permitted by this Stipulation and the proposed Final Judgment, such persons shall be prohibited from providing, discussing, exchanging, circulating or otherwise furnishing the confidential information of the Divestiture Assets to or with any person whose employment involves any of defendants' businesses, except as necessary to fulfill the purposes of this Stipulation and the proposed Final Judgment.

F. If in the judgment of the Management Trustee, defendants fail to provide the services listed in Section VI of this Stipulation to the satisfaction of the Management Trustee, upon notification to defendants and approval by plaintiff United States upon consultation with plaintiff states, the Management Trustee may engage third parties unaffiliated with the defendants to provide those services for the Divestiture Assets, at the cost and expense of defendants, provided that defendants may have reasonable access to information to satisfy themselves that after the services have been provided, the Divestiture Assets are in compliance with all applicable laws, rules, and regulations.

G. At the option of the Management Trustee, defendants may also provide other products and services, on an arms-length basis provided that the Management Trustee is not obligated to obtain any other product or service from defendants and may acquire any such products or services from third parties unaffiliated with defendants.

H. If the Management Trustee ceases to act or fails to act diligently and consistently with the purposes of this Stipulation and the proposed Final Judgment, if the Management Trustee proposed by plaintiff United States is not approved by this Court or resigns, or if for any other reason the Management Trustee ceases to serve in his or her capacity as Management Trustee, the United States may select upon consultation with any relevant plaintiff state, a substitute Management Trustee. In this event, plaintiff United States will identify to defendants the individual or entity it proposes to select as Management Trustee. Defendants must make any such objection to this selection within five (5) business days after plaintiff United States notifies defendants of the Management Trustee's selection. Upon application of the United States, the Court shall approve and appoint a substitute Management Trustee. Within five (5) business days

of such appointment, defendants shall enter into a trust agreement with the Management Trustee subject to the approval of plaintiff United States in its sole discretion upon consultation with plaintiff states, as described in Section V.B of this Stipulation.

VI. PRESERVATION OF ASSETS

Until the divestitures required by the proposed Final Judgment have been accomplished, except as otherwise approved in advance in writing by plaintiff United States upon consultation with plaintiff states:

A. Defendants and the Management Trustee shall preserve, maintain, and continue to support the Divestiture Assets, take all steps necessary to manage the Divestiture Assets in order to maximize their revenue, profitability and viability so to permit expeditious divestitures in a manner consistent with this Stipulation and the proposed Final Judgment.

B. The Wireless Business Divestiture Assets shall be operated by the Management Trustee as part of an independent, ongoing, economically viable competitive business to other mobile wireless services providers operating in the same license area. Defendants and the Management Trustee shall take all steps necessary to ensure that:

(1) the management, sales, and operations of the Wireless Business Divestiture Assets are independent from defendants' other operations; provided at the request of the Management Trustee, defendants shall include the marketing, pricing and sales of the mobile wireless services generated by the Wireless Business Divestiture Assets in the license areas served by the Wireless Business Divestiture Assets within its marketing, promotional, and service offerings, in the ordinary course of business, in any national, regional, and local marketing programs. Nothing in this Section shall prohibit the Management Trustee from

developing his own reasonable marketing, sales, pricing or promotional offers, which shall be funded and supported by defendants;

(2) the Wireless Business Divestiture Assets are maintained by adhering to normal and planned repair, capital improvement, upgrade and maintenance schedules;

(3) the management of the Wireless Business Divestiture Assets will not be influenced by defendants;

(4) the books, records, competitively sensitive sales, marketing and pricing information, and decision-making concerning marketing, pricing or sales of mobile wireless services generated by the Wireless Business Divestiture Assets will be kept separate and apart from defendants' other operations; and

(5) the management of the Wireless Business Divestiture Assets acts to maintain and increase the sales and revenues of the mobile wireless services generated by the Wireless Business Divestiture Assets, and maintain at previously approved levels for 2004 and 2005, whichever are higher, all promotional, advertising, sales, marketing, and technical support for the Wireless Business Divestiture Assets.

C. The management of the Spectrum License Divestiture Assets and the Minority Interests shall be held entirely separate, distinct, and apart from those of defendants' other operations.

D. Defendants shall provide sufficient working capital and lines and sources of credit as deemed necessary by the Management Trustee to continue to maintain the Divestiture Assets consistent with this Stipulation.

E. Except (1) as recommended by the Management Trustee and approved by plaintiff United States upon consultation with plaintiff states, or (2) as part of a divestiture approved by plaintiff United States upon consultation with any relevant plaintiff state, in accordance with the terms of the proposed Final Judgment, defendants shall not remove, sell, lease, assign, transfer, pledge or otherwise dispose of any of the Divestiture Assets outside the ordinary course of business.

F. The Management Trustee, with defendants' cooperation consistent with this Stipulation and the proposed Final Judgment, shall maintain, in accordance with sound accounting principles, separate, accurate, and complete financial ledgers, books and records that report on a periodic basis, such as the last business day of every month, consistent with past practices, the assets, liabilities, expenses, revenues, and income of the Divestiture Assets.

G. Defendants shall take no action that would jeopardize, delay, or impede the sale of the Divestiture Assets nor shall defendants take any action that would interfere with the ability of any Divestiture Trustee appointed pursuant to the proposed Final Judgment to operate and manage the Divestiture Assets or to complete the divestitures pursuant to the proposed Final Judgment to an Acquirer(s) acceptable to plaintiff United States.

H. Upon the filing of the Complaint in the action, defendants shall appoint sufficient employees for each of the Wireless Business Divestiture Assets, who are familiar with and have had responsibility for the management, operation, marketing, and sales of the Divestiture Assets, to assist the Management Trustee with his duties and responsibilities hereunder.

I. Except for employees (1) whose primary employment responsibilities relate to the Divestiture Assets, or (2) who are involved in providing support services to the Divestiture

Assets pursuant to Sections V and VI of this Stipulation and Section V of the proposed Final Judgment, defendants shall not permit any other of their employees, officers, or directors to be involved in the operations of the Divestiture Assets.

J. Except as required by law in the course of (1) complying with this Stipulation and the proposed Final Judgment; (2) overseeing compliance with policies and standards concerning the safety, health, and environmental aspects of the operations of the Divestiture Assets and the integrity of their financial controls; (3) defending legal claims, investigations or enforcement actions threatened or brought against the Divestiture Assets; or (4) obtaining legal advice, defendants' employees (excluding employees (a) whose primary employment responsibilities relate to the Divestiture Assets, or (b) who are involved in providing support services to the Divestiture Assets pursuant to Sections V and VI of this Stipulation and Sections V of the proposed Final Judgment) shall not receive, or have access to, or use any material confidential information, not in the public domain, of the Divestiture Assets. Defendants may receive aggregate financial information relating to the Divestiture Assets to the extent necessary to allow defendants to prepare the defendants' consolidated financial reports, tax returns, reports required by securities laws, and personnel reports. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in this subparagraph.

K. Defendants may offer a bonus or severance to employees whose primary employment responsibilities relate to the Divestiture Assets, that continue their employment until divestiture (in addition to any other bonus or severance to which the employees would otherwise be entitled).

L. Until the Divestiture Assets are divested to an Acquirer(s) acceptable to plaintiff United States upon consultation with any relevant plaintiff state, defendants shall provide to the

Divestiture Assets, at no cost, support services needed to maintain the Divestiture Assets in the ordinary course of business, including but not limited to:

- (1) federal and state regulatory policy development and compliance;
- (2) human resources administrative services;
- (3) environmental, health and safety services, and developing corporate policies and insuring compliance with federal and state regulations and corporate policies;
- (4) preparation of tax returns;
- (5) financial accounting and reporting services;
- (6) audit services;
- (7) legal services;
- (8) routine network maintenance, repair, improvements, and upgrades;
- (9) switching, call completion, and other services necessary to allow subscribers to use mobile wireless services and complete calls; and
- (10) billing, customer care and customer service related functions necessary to maintain the subscriber account and relationship.

M. Within twenty (20) days after the filing of the Complaint, defendants will notify plaintiff United States and plaintiff states in writing of the steps defendants have taken to comply with this Section.

N. This Preservation of Assets Stipulation and Order shall remain in effect until consummation of the divestitures required by the proposed Final Judgment or until further order of the Court.

Dated: October 25, 2004

Respectfully submitted,

FOR PLAINTIFF UNITED STATES

/s/

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Signature by the State of Texas on Preservation of Assets Stipulation and Order in *United States of America, State of Connecticut and State of Texas v. Cingular Wireless Corporation, SBC Communications Inc., BellSouth Corporation and AT&T Wireless Services Inc.*

O R D E R

IT IS SO ORDERED by the Court, this ____ day of _____, 2004.

United States District Judge